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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ **ARB.P. 1590/2025**

M/S PAISALO DIGITAL LIMITED (FORMERLY KNOWN AS

M/S S. E. INVESTMENTS LIMITED)Petitioner

Through: Mr. Harshal Kumar, Advocates

versus

**M/S HUNGRY N THIRSTY FOODS PRIVATE LIMITED
(FORMERLY KNOWN AS NIR ADVISORS PVT. LTD.)**

.....Respondent

Through: None.

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

19.11.2025

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1. The present petition has been filed under Section 11(6) of the Arbitration and Conciliation Act, 1996 by the Petitioner seeking appointment of an Arbitrator to adjudicate upon the disputes which have arisen between the parties under the Loan Agreements dated 16.08.2021, 04.11.2023 & 30.04.2024 (*hereinafter referred to as "Loan Agreements"*).

2. Material on record indicates that the Petitioner had advanced three loans amounting to Rs.6,45,00,000/- to the Respondent vide the aforesaid Loan Agreements entered into between the parties. It is stated that since the Respondent started defaulting in repayment of money, a demand notice was sent to the Respondent on 22.01.2025. Since the amount was not paid by the Respondent, a Loan Recall Notice was sent to the Respondent on



28.02.2025.

3. Notice was issued in the petition on 25.09.2025.
4. Respondent has been served. However, despite service, there is no appearance on behalf of the Respondent today.
5. Both the Petitioner and the Respondent are from Delhi and, therefore, this Court has the jurisdiction to entertain the present petition.
6. Clause 17 of the Loan Agreements contains an arbitration clause. The said clause indicates that the venue of arbitration shall be at Delhi. There is no other communication which shows that the parties have decided that the seat of the arbitration would be at any other place other than Delhi. A notice dated 29.05.2025 under Section 21 of the Arbitration and Conciliation Act, 1996 was sent by the Petitioner to the Respondent invoking Arbitration and claiming a sum of Rs.8,70,53,913/- which according to the Petitioner is due and payable by the Respondent. Since no reply has been received from the Respondent, the Petitioner has approached this Court by filing the present petition seeking appointment of an Arbitrator.
7. In view of the fact that disputes have arisen between the parties and the Loan Agreements contain an arbitration clause, this Court is inclined to appoint an Arbitrator to adjudicate upon the disputes between the parties.
8. Accordingly, Justice Suresh Kumar Kait, former Chief Justice of the High Court of Madhya Pradesh (Mob. No: 8527115555) is appointed as the Sole Arbitrator to adjudicate upon the disputes between the parties.
9. The arbitration would take place under the aegis of the Delhi International Arbitration Centre (DIAC) and would abide by its rules and regulations. The learned Arbitrator shall be entitled to fees as per the Schedule of Fees maintained by the DIAC.



10. The learned Arbitrator is also requested to file the requisite disclosure under Section 12(2) of the 1996 Act within two weeks of entering on reference.

11. All rights and contentions of the parties in relation to the claims/counter-claims are kept open, to be decided by the learned Arbitrator on their merits, in accordance with law.

12. Needless to say, nothing in this order shall be construed as an expression of this Court on the merits of the contentions of the parties.

13. The petition stands disposed of in the above terms, along with pending application(s), if any.

SUBRAMONIUM PRASAD, J

NOVEMBER 19, 2025

S. Zakir